

County of Mercer

McDade Administration Building, 640 South Broad Street, Trenton, NJ 08650-0068

BID SPECIFICATIONS FOR TWO OIL-JACKETED HOT POUR CRACK SEALER MELTER APPLICATORS WITH AIR COMPRESSOR AND HEATED HOSE FOR USE BY THE TRENTON-MERCER AIRPORT AND HIGHWAY DEPARTMENT



To Be Received On
August 5, 2014

CK09MERCER2014-12

COUNTY OF MERCER BIDDER'S CHECKLIST

Required by owner	Submission Requirements (If Checked)	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Cooperative Purchasing System Conditions Reviewed	
<input checked="" type="checkbox"/>	New Jersey Business Registration (prior to award of contract)	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification (MANDATORY)	
<input checked="" type="checkbox"/>	Affirmative Action Regulations Questionnaire (MANDATORY)	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addendum	
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action (Employee Information Certificate) must be provided prior to Contract Award	
<input checked="" type="checkbox"/>	Iran Certification	
<input checked="" type="checkbox"/>	Complete and sign Executive Order 98-1	
<input type="checkbox"/>	Prevailing Wage Certification	
<input checked="" type="checkbox"/>	Continuity of Operation Procedure	
<input checked="" type="checkbox"/>	Read: Americans with Disability Act of 1990 Language	
<input checked="" type="checkbox"/>	Certification to hold bid consideration beyond Sixty Days in the event that award is not made within sixty days	
<input checked="" type="checkbox"/>	Exceptions	
<input checked="" type="checkbox"/>	Completed and Signed Proposal Page(s)	
<input checked="" type="checkbox"/>	One Original Completed Bid and One Copy	
<input type="checkbox"/>	Excel Spreadsheet shall be copied to CD and submitted on CD with Bid Proposal and submit Hard Copy (paper) proposal (May be submitted with bid proposal)	

The bidders checklist is provided for bidder's use in assuring compliance with all required documentation.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

NOTICE TO BIDDERS

Notice is hereby given that on August 5, 2015 at 11:00 AM (Prevailing time), sealed bids will be opened and read in public by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room #321 Third Floor, Trenton, New Jersey for:

**BID SPECIFICATIONS FOR TWO OIL-JACKETED HOT POUR
CRACK SEALER MELTER APPLICATORS
WITH AIR COMPRESSOR AND HEATED HOSE FOR
USE BY THE TRENTON-MERCER AIRPORT
AND HIGHWAY DEPARTMENT CK09MERCER2014-12**

Sealed bids will be received by the Mercer County Purchasing Agent acting as Lead Agent on behalf of all contracting units located within the geographic boundaries of Mercer County for the Mercer County Cooperative Contract Purchasing System.

Specifications and instructions to bidders may be obtained at the Purchasing Office or online at <http://nj.gov/counties/mercerc/procurement/bidsopp.html>

Bids shall be delivered in sealed envelopes and addressed to Marcella Covello, Purchasing Agent, Room #321 Third Floor, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068.

With the exception of the United States Postal Service, express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 321 Third Floor, Trenton, New Jersey 08611.

Bid Addenda will be issued on the website if the request for bid is posted on the County website; therefore, all interested respondents shall check the website from the date issued through the date of the bid opening. Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27.

REGISTER TO DO BUSINESS WITH THE COUNTY OF MERCER

<https://secure.jotform.com/form/2760607202>

A weekly e-notification is sent to all vendors currently registered with the County of Mercer, directing them to bidding opportunities on the County Procurement website.

COUNTY OF MERCER, NEW JERSEY
Marcella Covello, QPA
Purchasing Agent
609 989 6710
CK09MERCER2014-12

COUNTY CONTRACT PURCHASING SYSTEM

County Cooperative Contract Purchasing is specifically provided for in *N.J.S.A. 40A:11-11(6)* and **(5:34-7.21)**.

County Cooperative Contract Purchasing is a Cooperative Purchasing System that may be created only by a county. Using only its own needs, the county advertises for the receipt of bids and awards a contract to the successful bidder. With the approval of both Mercer County and the vendor, contracting units located within the geographic boundary of Mercer County may purchase under the contract subject to its specifications, terms and conditions.

VENDOR WILL EXTEND CONTRACT PRICES TO THE "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS

- ☐ Check here if willing to provide the goods and services herein bid upon to local governmental contracting units located within the County of Mercer without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the contracting units, subject to the overall terms of the contract to be awarded by the County of Mercer, and that no additional service or delivery charges will be allowed except as permitted by these specifications.
- ☐ Check here if not willing to extend prices to contracting units located in the County of Mercer. It is understood that this will not adversely effect consideration of this bid with respect to the needs of the County of Mercer. The contract for the stated needs of the County will be awarded to the lowest responsible bidder, and specifically not made available to contracting units within the County of Mercer.

INSURANCE REQUIREMENTS

The vendor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

In all cases where a Certificate of Insurance is required, the County of Mercer and Mercer County Park Commission (if applicable) is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. The language shall state the following:

"The County of Mercer and Mercer County Park Commission (if awarded through the Park Commission) named as additional insured."

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REGISTER AT:

<https://secure.jotform.com/form/2760607202>

INSTRUCTIONS TO BIDDERS

In the event that an EXCEL spreadsheet is posted on our website, please submit the EXCEL Spreadsheet on CD and include hard copy proposal with bid. The detailed form of proposal is found on the County of Mercer website, at: <http://nj.gov/counties/mercercounty/business/purchasing/bidsopp.html> Bidders shall not modify the format of the spreadsheet. Do not convert the Spreadsheet to Portable Document Format (PDF) or change the format. Bidders shall also include with their bid response, a printed copy of the completed spreadsheet.

Bidders may submit a complete copy of their bid on CD.

BIDDERS MUST INCLUDE WITH THEIR BID RESPONSE, A PRINTED COPY OF THE COMPLETED BID AND SPREADSHEET. THE HARD COPY BID AND PROPOSAL IN THE BID DOCUMENT PREVAILS.

**BID SPECIFICATIONS FOR TWO OIL-JACKETED HOT POUR CRACK SEALER MELTER APPLICATOR
WITH AIR COMPRESSOR AND HEATED HOSE FOR USE BY THE TRENTON-MERCER AIRPORT
CONTACT: FRANK DAJCZAK
609 530 7525**

INTENT

The County of Mercer requests bids for two (2) new oil-jacketed hot pour crack sealer melter applicators with air compressor and heated hose of current model and design. Applicators shall be trailer mounted diesel powered, double drum boiler type, Hot Pour Crack Melter applicators specifically designed for and shall be capable of heating and applying all grades of asphalt rubber sealant, fiber modified asphalt sealant and specification joint sealant without further equipment modification. The units shall be capable of starting at ambient temperature and heating all types of crack sealants up to application temperature within one (1) hour or less.

These melter applicators will include all necessary equipment, and be ready to use. Any deviation from specification shall be documented and submitted with your bid along with a manufacturer's specification. The melter applicators will, when loaded to maximum capacity, and ready for operation including full of fuel, not exceed the manufacturer's weight of the vehicle at any tire or axle position and shall meet all State and Federal regulations and standards currently in effect for safety, health, noise, and lighting of the trailer.

DELIVERY:

Delivery shall be made within sixty (60) days of receipt of Purchase Order to: County of Mercer, 300 Scotch Road, Bldg 4, West Trenton, NJ 08628

STANDARDS

ISO, SEA, and other standards are referenced in this specification and shall be the latest version of each standard.

Component Selection:

All components selected will be rated for maximum loading they would be subjected to in severe service. The torque rating of a driven component shall exceed the input torque. The component parts structure of the unit shall be sized and designed to safely withstand the maximum load imposed, without failure or induction of deterioration. Melter applicators will be constructed from current production components.

Standard Components:

All components and accessories stated as standard, unless shall be provided with the two melter applicators which are designed for general highway and airport runway crack sealing.

Engine

- To provide power for the asphalt pump, mixer, heating system, air compressor and AC alternator for the heated hose or hoses.
- 1.5 liter diesel engine not to exceed a 33.5 HP rating
- Water cooled with antifreeze protection to (-50) °F
- Starting aid: grid heater or glow plugs
- Battery: 12 volt, heavy duty battery with a minimum of 600 cold cranking amps
- Fuel System: will supply fuel to the diesel engine & heating system. A minimum 25 gallon fuel tank, sight level gauge, shut off valve & filter
- Exhaust System: will meet OSHA requirements
- Hour Meter: activated when engine is running
- Generator & Gauges: Generator adequately sized to the operating system that will include a AC Gauge & AC controlled thermostat that will prevent hose overheating & equipment failure
- Engine & Radiator Mounting: Rubber vibration mounts

Comply: Yes_____ No_____

Exceptions:_____

Material Tank

- 260 gallon tank capacity
- Steel construction: minimum (7) gauge (.0179 inch thick)
- Loading door shall be located curb side and angled with an anti-splash loading lid with loading height not to exceed 50 inches having a minimum of a 16" x 24" opening

Comply: Yes_____ No_____

Exceptions:_____

Heat Transfer Oil Tank

- Double boiler style (jacketed)
- Transfer oil tank will be constructed of 3/16" steel and have not more than 30 gallon heat transfer oil capacity
- Unit will come standard with ISO grade 68 heat transfer oil
- Steel construction: (7) gauge steel tank with 1.5" ceramic insulation to include a sealed expansion tank with down tube overflow that drains HOT material away from the operators
- Outer steel skin of not less than (16) gauge

Comply: Yes_____ No_____

Exceptions:_____

Heating System

- Burner size: minimum of 372,000 BUT for faster heat-up times
- Burner type: diesel fired forced air
- Minimum 2100 lb melt rate/hour

Comply: Yes_____ No_____

Exceptions:_____

Ignition & Temperature Control

- Automatic ignition & shutdown via high voltage transformer
- Sensor activated burner monitor
- Thermostatic control to include both pumping & mixing lock outs for safe, quicker, easier start up and shutdown
- Control panel to be located rear and curbside of unit in a weather proof control box
- Separate digital style temperature controls for the transfer oil, material & hose hat allowing for independent monitor of all functions. Interlock system automatically engages the agitation & pump at safe operating conditions
- All digital, not LCD, readouts
- Safety shutdown at 575°F

Comply: Yes_____ No_____

Exceptions:_____

Hydraulic Drive & Control

- Single hydraulic "on demand" pump providing constant flow through an electrical solenoid manifold block allowing independent flow control for the agitator and the material pump
- The system must allow back flow of material back into the tank & bi-directional mixing
- Variable speed control in either direction for the agitator & pump
- Pump valves to be switch controlled from the curbside of the machine and directly on the applicator wand
- Hydraulic tank capacity at 30 gallons with a sight gauge, cap & filter

Comply: Yes_____ No_____

Exceptions:_____

Material Agitation

- Full sweep vertical agitator with two opposing paddles with upswept ends

- Agitator drive motor connects directly to the agitator shaft, rotation will be bi-directional
- Agitator will have material temperature lockouts to protect from premature operation
- Automatic shut off feature required when the material access lid has been opened

Comply: Yes_____ No_____

Exceptions:_____

Pumping Unit

- Bi-directional, variable speed pump
- Material pump is to be hydraulically driven & controlled. It is to be located inside a heated, insulated chamber. No submerged or continuous run pumps will be considered
- All piping & valves are located outside of the tank and inside a heated, insulated chamber
- Valve handles are on the outside of the chamber wall
- There is a means to recirculate material through the hose and back into the tank
- Pump must be protected with a screen covering the inlet to the pump
- The pump must be an "on Demand" pump activated by a convenient switch control on the wand.

Comply: Yes_____ No_____

Exceptions:_____

Sealant Hose & Applicator Wand

- Hose to be heated electrically via a belt driven 2000 watt generator off the front pulley of the diesel engine. Hose will also incorporate a floating ground to avoid electrical hazard during use and a gauge located on the control panel
- The hose shall have a Teflon inner tube $\frac{3}{4}$ (0.75) inch inside diameter, covered by a stainless steel braid, insulation and an outside abrasive resistant material cover that is high visibility optic yellow and that will also contain the material in the event of a burst
- Burst pressure should be a minimum of 4100 psi
- There will be a 360° swivel connector between the hose & the pump
- The hose will need to be a minimum of 22 ft in length for maximum reach
- The heated hose will be able to flow 10 gallons per minute and be electrically heated to 450 °
- The wand shall hold the material hose and have a 360 ° live swivel. The wand will also have a horn alert system activated by a convenient hand trigger
- The electric heating in hose shall run the full length, melter to sealant tip

Comply: Yes_____ No_____

Exceptions:_____

Hose Boom

- The boom shall be mounted at the center rear of the machine and shall swing completely around until it meets its locking stop
- The boom shall be a tube that the hose slides through so that there are no sharp edges that will damage the hose

Comply: Yes_____ No_____

Exceptions:_____

Air Compressor

- 100 CFM @ 100 minimum PSI rotary vane style air compressor directly coupled to the diesel engine, oil cooler, gauges & controls featuring an automatic "unloader" upon shutdown of engine
- Spring retractable hose reel with 100 ft of non-conductive hose
- Air wand with 6 ft pipe & trigger control gun

Comply: Yes_____ No_____

Exceptions:_____

Trailer

- Unit will be trailer mounted and capable of being towed at a safe highway speed
- Dual axle unit required for proper weight management, ride and maneuverability. Total 8,000 lb rating
- The frame shall include minimum 12 gauge, flat horizontal surface steel platform as a base for the melter applicator to be built upon
- Fenders are to be flat surface, 12 gauge to facilitate a space for the tool box, fire extinguisher and stage loading of material blocks
- The unit shall include electric brakes with breakaway switch and battery for power
- Radial tires will be not smaller than a D-rated 225/75/15 inch tire with steel wheel
- The unit shall be equipped with an independent rubber torsion axle system to reduce maintenance and provide a low overall center of gravity for best towing stability
- The unit to include a 3 inch inside diameter towing ring (pintle hitch) that's adjustable height from 12 to 26 inches
- The unit to include two (2) safety chains with spring lock hooks minimum
- The unit to include a swing-away 5,000 pound adjustable screw jack
- The unit to include and conform to Federal FMVSS specification #108 for all lighting (stop, turn, tail, license plate light, and clearance lights)
- Electrical connection at the front of the trailer to be a seven (7) way flat poly/glass socket
- The unit is to have wire sealed in conduit and harness

Comply: Yes_____ No_____

Exceptions:_____

Required Safety Features

- The unit to include a heated hose equipped with an automatic shut-off feature that will stop the flow of material in the event the handle is released or dropped.
- The unit to include a pumping system to be outside of the material tank that will allow the service of the pump without the service person climbing into the tank
- The unit to include a safety shut-off feature to automatically stop the agitator when the lid is opened to allow viewing of the material or when loading
- The unit to include a low temperature lock out and all digital controls to allow one button start up that won't run the material pump until the unit is up to temperature
- The unit to include a hose boom that keeps the hose over seventy five (75) inches high to keep the operator safely away from the hose while using the equipment
- The unit to include a hose and wand carrier that offers a heated applicator holder to allow safe storage of the wand and hose while in transit, and aid in shorting heat up
- The unit to include an automatic shut-off diesel burner in the event of loss of fire the service to the burner shall be unobstructed by fuel and hydraulic tanks
- The unit to include a shut-off for the power to the air-compressor to allow the melter to be used without powering the air-compressor when not in use
- The unit to include a trigger activated communication sounding device mounted on the wand near the material trigger to enable communication between the operator& tow vehicle.

Comply: Yes_____ No_____

Exceptions:_____

Tools & Accessories

- The unit shall include a sealing shoe for the application of crack sealant
- The unit to be cleaned, primed & painted with 2 coats in this years current model paint colors
- The unit shall include parts and service operators manuals

Comply: Yes_____ No_____

Exceptions:_____

Inspection & training

- Compliance for the equipment shall be conducted at successful bidders location
- Training of the personnel shall be conducted at customers location if requested

Comply: Yes_____ No_____

Exceptions:_____

Warranty

- One full year parts and labor on the entire machine except for normal wear items such as the material hose and applicator tips. The diesel engine will have a two year warranty on Parts and Labor and a three year warranty on selected parts only: MCW covers cylinder block, cylinder head, crankshaft, camshaft, gears, pistons, rods, flywheel, flywheel housing, oil pump, pulleys, governor, intake manifold, oil pan, ignition distributor
- Factory authorized service center must be located within 50 miles of purchasing location Or Awarded bidder shall accommodate the Motor Pool with on-site warranty work.

Comply: Yes_____ No_____

Exceptions:_____

Miscellaneous

- One (1) complete filter set
- Delivery within sixty (60) days of receipt of Purchase Order to: County of Mercer, 300 Scotch Road, Bldg 4, West Trenton, NJ 08628

Comply: Yes_____ No_____

Exceptions:_____

COUNTY OF MERCER

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

SUBMISSION OF BIDS

- A. Sealed bids shall be received by the County of Mercer in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. The bid shall be submitted in a sealed envelope: (1) addressed to the County of Mercer, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- C. It is the bidder's responsibility that bids are presented to the County at the time and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. **Express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 321, Trenton, New Jersey 08611.**
- D. The Mercer County Park Commission and the Mercer County Library System are considered agencies of the County entitled to participate in the contract(s) resulting from this bid.
- E. Sealed bids forwarded to the County before the time of opening of bids may be withdrawn upon written application of the bidder. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the County. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-11 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

- I. If not submitting a bid proposal in accordance with the attached instructions and specifications, the outside of the above stated envelope shall be plainly marked **"NO BID"** when being returned. If bidder wishes to remain on bid list, please mark **"NO BID - PLEASE RETAIN ON BID LIST"** on front page of this proposal. Failure to comply may result in bidder being dropped from bid list.
- J. Contract shall be awarded to the lowest responsible bidder as declared by the County of Mercer. The contract awarded between the County of Mercer and the successful bidder shall establish the contractual obligation regarding specific items, specifications and services to be provided to the county.
- K. Successful bidder shall not assign, transfer, convey sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Mercer.
- L. The County of Mercer reserves the right in the event of unsatisfactory service to cancel the contract awarded to the successful bidder and procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- M. The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misrepresentation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions relating to the contract.
- N. Bidders are cautioned to fill in all information as requested on the proposal forms to serve as a basis for making awards. The county, without invalidating the contract, may order changes consisting of additions, deletions or modifications and the contract sum shall be adjusted accordingly.
- P. Bidder shall list all deviations from the specifications as contained herein when returning proposal as specified.
- Q. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County of Mercer against any damage for the payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by his contract, and he further agrees to indemnify and save harmless the County of Mercer from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any parties, by, or from any acts of the contractor, his servants or agents.
- R. Bidder must provide Certificate of insurance in a form and amount acceptable to the County of Mercer including General Liability, Automobile, Workman's Compensation and such other coverage as may be deemed necessary by the County of Mercer for the work, services or goods being bid.
- S. Bidder shall submit financial statements if requested showing its financial ability to perform the work being bid. The County reserves the right to require additional financial documentation prior to the award of bid if, in the opinion of the County, the financial statements submitted with the bid are deemed to be inadequate. Failure to comply with this requirement may result in being rejected at the option of the County.
- T. BIDDERS SHALL PROVIDE TRADE SECRET OR PROPRIETARY INFORMATION UNDER SEPARATE COVER WITH THE BID RESPONSE.
- U. SOURCE OF SPECIFICATIONS/BID PACKAGES Official County bid packages for routine goods and services are available from on the county website www.mercercounty.org at no cost to

the vendor. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. As such, The County is not responsible for third party supplied specifications.

- V. The County reserves the right to purchase items from state contract or other county contracts, co-op vendors and/or in the open market, if such use serves the interest of the County. The County reserves the right to bid separately for any commodity.

INTERPRETATION AND ADDENDA, CHALLENGE TO SPECIFICATIONS

The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.

If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

PRE-BID CONFERENCE – REFER TO ADVERTISEMENT FOR BID FOR DATE AND TIME – IF REQUESTED

BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.

Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.

The contractor shall hold and save harmless the County, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Wherever practical and economical to the County, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.

MULTI-BRAND MANUFACTURER'S

Specifications for a contract item may include a specific manufacturer's brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer.

PRICING INFORMATION FOR PREPARATION OF BIDS

The County is exempt from any local, state or federal sales, use or excise tax.

Estimated Quantities (Open-End Contracts): The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

METHOD OF CONTRACT AWARD

The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

The County may also elect to award the contract on the basis of unit prices.

The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County.

TERMINATION OF CONTRACT

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. County will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.

The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.

In case of default by the contractor, the County may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.

ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new County(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the County.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.

The County of Mercer reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the contractor.

PAYMENT

No payment will be made unless duly authorized by the County of Mercer's authorized representative and accompanied by proper documentation. Payment will be made in accordance with the County of Mercer's policy and procedures.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

STATISTICAL DATA REPORT

If requested, the contractor shall provide in writing to the County, all statistical data reports which identify all goods and or services provided.

NEW JERSEY SALES TAX

In submitting his bid, the Contractor certifies that the total base bid set forth does not include any New Jersey Sales Tax, and he further certifies that in the event he is the successful bidder, he will only apply for an exemption for materials or supplies to be used in connection with County property.

Contractor's Exemption Purchase Certificate, Form ST-13, issued by the State of New Jersey Division of Taxation, Sales Tax Bureau, shall be completed and presented to his suppliers for material used to make any permanent change to a County Building on this contract.

http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st13.pdf

LATE FEE POLICY

The County of Mercer pays vouchers bi-weekly, thus vendors, in most cases are paid in less than 30 days, if the vendor has complied by responding promptly with delivery, a signed voucher and an original invoice. We can pay only for goods and services rendered and late fees and service charges are not appropriated for such purposes. All County employees are reminded that no one is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County without a specific authorization from our governing body or through a resolution that grants the same. All credit applications or similar forms are carefully read in Finance and terms the County does not agree to, are stricken.

TIE BIDS: Tie bids will be decided by the County of Mercer.

DEMONSTRATION AND SAMPLE

If so requested, the vendor shall provide demonstration. If so requested, the vendor shall submit a sample of the units or merchandise.

MANUFACTURERS' NAMES

Any manufacturers' names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand, which meets or exceeds the quality of the specifications listed for any item.

AWARD/REJECTION

In accordance with N.J.S.A. 40A:11-24, all contracts will be awarded or all bids will be rejected within sixty (60) days of the receipt of bids unless vendor agrees to extend for a longer period of time.

AVAILABILITY OF FUNDS

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

MULTIPLE BIDS NOT ALLOWED

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

FAILURE TO ENTER CONTRACT

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the County of Mercer may then, at its option, retain the bidder's bid deposit/bond and accept the bid of the next lowest responsible bidder.

INQUIRIES

All questions and information pertaining to this proposal shall be directed to the Department of Purchasing at (609) 989-6710.

COMMUNICATIONS AFTER THE BID OPENING

It is highly improper for a bidder after bid opening to contact any representative of the County of Mercer to discuss the bids. The solicitation package contains all documents and instructions. These may be supplemented by any comments you wish to make. Such additional material and comments must be submitted with the bid. Should there be any questions concerning the bid submitted, you will be contacted by a representative of the County of Mercer and any discussion or contact will be limited to the questions of the representative.

INDEX RATE

If the County of Mercer desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 or N.J.S.A. 18A:18A-42, the index rate is the basis to determine the appropriate increase in the contract price. The following are the requirements for using this provision: Contracts for services, the statutory length of which is for three years or less, may only include provisions for no more than one (1) two-year or two (2) one-year extensions. The original bid specifications and contract must include language that explains the possibility for an extension.

W-9

Successful bidder/respondent shall complete A W-9 Form and submit to the Purchasing Department prior to the contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

INVOICING

Awarded contractors shall provide detailed invoicing itemizing hours worked for each trade and trade rate. Materials shall be broken out. Reflecting the contractor's cost of materials and up charge. Proof of purchase is required to be submitted with invoicing.

SAFETY PROGRAM:

Observe all rules and regulations of the Federal, State, and local health officials, including regulations concerning construction safety and health standards. At the preconstruction meeting, submit to the County approval a written safety program that meets or exceeds the minimum requirements of the Contract and applicable State or Federal regulations. Include at a minimum the following:

1. **Description.** Describe in detail how the safety program is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with Project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress.
2. **Certification, Responsibility, and Identification of Personnel.** Identify the qualified safety professional responsible for developing the safety program and provide that person's qualifications for developing the safety program including, but not be limited to, education,

training, certifications, and experience in developing this type of safety program. Provide a certification, executed by the qualified safety professional that developed the safety program, stating that the safety program complies with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction.

Identify a safety officer and designate the on-site supervisory-level personnel responsible for implementing and monitoring the safety program until Acceptance and having the authority to take prompt corrective measures to eliminate hazards, including the authority to stop work. Include documentation of training provided to the on-site supervisory-level personnel. For work that requires a competent person as defined by OSHA, ensure that the person is capable of identifying existing and predictable hazards and has the authority to take prompt corrective measures to eliminate the hazards, including the authority to stop work. Include documentation of the qualifications of such competent persons identified, including certifications received.

3. **Elements of the Program.** Include information and procedures for the following elements:
 - a. **Chain of Command.** Include the responsibilities of the management, supervisor, safety officer, and employees.
 - b. **Traffic Control Coordinator.** Include the name and contact information.
 - c. **Environmental Manager.** Include the name and contact information.
 - d. **Local Emergency Telephone Numbers.** Include police, fire, medical
 - e. **Procedures for Handling Emergencies.** Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.
 - f. **Training Topics.** Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
 - g. **Contractor's Safety Rules.** Include housekeeping procedures and personal protective equipment requirements.
 - h. **Employee Disciplinary Policy.** Include the violation forms.
 - i. **Safety Checklists.** Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
 - j. **Forms.** Include OSHA 300 Log
 - k. **Security Policy Guidelines.** Provide a copy for the County.
 - l. **Hazard Communication Program.** Provide the following:
 1. The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.
 2. The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
 3. When performing work that generates airborne crystalline silica, include engineering and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.
 - m. **Additional Requirements.** Provide additional procedures for Project specific topics including:

1. Compressed gas cylinders.
2. Confined spaces.
3. Cranes.
4. Electrical.
5. Equipment operators.
6. Fall protection.
7. Hand and power tools.
8. Hearing conservation.
9. Highway safety.
10. Lead.
11. Lock out/tag out.
12. Materials handling, storage, use, and disposal.
13. Night work.
14. Personal protective equipment.
15. Project entry and exit.
16. Respiratory protection.
17. Sanitation.
18. Signs, signals, and barricades.
19. Subcontractors.
20. Trenching.

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions to the safety program to the County for approval when new information, new practices or procedures, or changing site and environmental conditions necessitate modifications to protect site personnel. Maintain a copy of the updated safety program, including the appropriate documentation associated with each element, within the Project Limits so that it is available to workers and other authorized persons entering the Project Limits. Provide program updates to County.

The Contractor is responsible for safety in all aspects, and as set forth in the Insurance and Indemnification Agreement, shall defend and indemnify the County for any failure or breach to comply with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction pertaining to the Contractor's safety program.

STATUTORY REQUIREMENTS

REQUIRED AFFIRMATIVE ACTION EVIDENCE

No firm may be issued a contract unless they comply with the affirmative action regulations of P.L. 1975, c. 127, as amended from time to time.

Goods And Services (including professional services) Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- A photocopy of the Federal Letter of Affirmative Action Plan Approval, or;
- A photocopy of a Certificate of Employee Information Report; or
- A photocopy of an Employee Information Report (Form AA302) which is available upon request.

Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to

the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

PROOF OF BUSINESS REGISTRATION P.L. 2009, c.315

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law ([N.J.S.A. 40A:11-23.2](#)) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed anytime prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) and hazardous substance fact sheets must be furnished. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register** / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as **adopted in final rule by DEPARTMENT OF LABOR**,

Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication.

PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). [P.L. 2009, c.249 \(A-4268/S-3095\)](#): Extends prevailing wage requirements to contracts for "maintenance-related projects" over \$50,000. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. [Additional information is available at www.state.nj.us/labor/lse/lspubcon.html or at the following:](http://www.state.nj.us/labor/lse/lspubcon.html)

Public Contracts Section
Office of Wage and
Hour Compliance
CN 389
Trenton, New Jersey 08625-0389
Telephone number: (609) 292-2259

**PREVAILING WAGE
CERTIFICATION OF COMPLIANCE**

I hereby certify as follows:

1. I am the duly authorized agent of _____
to make this certification on behalf of
_____, the Contractor.
2. I am compliant with N.J.S.A. 34:11-56.25 et seq. (Prevailing Wage Rate).
3. I have reviewed the prevailing wage rate located at:
http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html
4. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted for the construction. Contractors and subcontractors who fail to provide these records are subject to administrative penalties of up to a maximum of \$250 for a first violation and up to \$500 for subsequent violations.
5. I have read this statement and I know the contents and know the same to be true to my own knowledge.
6. I, therefore, certify that the bid submitted herewith is in compliance with the Prevailing Wage Act.
7. I further certify that should the bid be less than the County Prevailing Wage rate found at, http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html the certified payrolls shall reflect the current prevailing rate and be the amount paid to all employees.

THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

PROMPT PAYMENT OF CONSTRUCTION CONTRACTS P.L. 2006, C. 96

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

PROCESS OF ALTERNATE DISPUTE RESOLUTION

Contract documents entered into in accordance with the provisions of P.L.1971, c.198 (C.40A:11-1 et seq.) after the effective date of P.L.1997, c.371 (C.40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the County of Mercer shall have the right to request mediation if services being provided are deemed deficient in any way.

SOLID WASTE CONTRACT P.L. 2009, c. 88

The law requires the contractor (or any subcontractor) to keep records and file with the public agency a wage payment report for employees under the contract that are engaged in solid waste or recyclable "collection and transportation."

PRICE ADJUSTMENT FOR ASPHALT CEMENT AND FUEL P.L. 2009, c.187 APPLIES TO CONSTRUCTION BIDS

Effective with contracts executed after May 1, 2010, the law follows procedures used by the State Department of Transportation to allow for increases and decreases in asphalt and fuel prices over the course of large construction contracts. The calculation is based upon [2007 NJDOT Specifications – Division 150 Contract Requirements, Section 160.01 through 160.03](#).

The law requires that paving contracts involving more than 1,000 tons of hot mix asphalt include a contract provision that allows for price adjustments in the cost of asphalt. Fuel price adjustments are based on DOT standards for the type of construction equipment and the work done by different equipment. For fuel price adjustments, at least 500 gallons of fuel based on the DOT equipment

standards are required for a price adjustment, and then, only in those months when the price fluctuated more than five percent.

DOT maintains a [web site of index rates for asphalt and fuel](#) that are adjusted monthly. The law provides that when the quantity or equipment use thresholds are reached, fuel price adjustments are made, using the change in index rate from the time of bidding to when the work was performed. The change is treated as a "pay item" in construction contracts.

RECORDS FOR THE NEW JERSEY STATE COMPTROLLER

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

BID SECURITY AND BONDING REQUIREMENTS

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

A. ☐ **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. Failure to submit a bid guarantee shall result in rejection of the bid.

B. ☐ **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a Consent of Surety form shall result in rejection of the bid.

C. ☐ **PERFORMANCE BOND**

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

I am the duly authorized agent making certification that there has been no engagement in certain investment activities in energy or finance sectors of Iran as prohibited by P.L. 2012, c.25. A list of entities can be found on the following page.

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. Bank Markazi Iran (Central Bank of Iran)
2. Bank Mellat
3. Bank Melli Iran
4. Bank Tejarat
5. National Iranian Tanker Company (NITC)
6. Sameh Afzar Tajak Company (SATCO)
7. Amona
8. Bank Saderat PLC
9. Bank Sepah
10. Belaz
11. Belneftkhim (Belarusneft)
12. Bharat Petroleum Corporation Ltd.
13. China International United Petroleum & Chemicals Co., Ltd. (Unipec)
14. China National Offshore Oil Corporation (CNOOC)
15. China National Petroleum Corporation (CNPC)
16. China National United Oil Corporation (ChinaOil)
17. China Petroleum & Chemical Corporation (Sinopec)
18. China Precision Machinery Import-Export Corp. (CPMIEC)
19. Emirates National Oil Company
20. Grimley Smith Associates
21. Indian Oil Corporation
22. Industrija Nafte (INA)
23. Kingdream PLC
24. Liquefied Natural Gas Limited
25. Maire Tecnimont SpA
26. Naftiran Intratrade Company (NICO)
27. Oil and Natural Gas Corporation (ONGC)
28. Oil India Limited
29. Panyu Chu Kong Steel Pipe Company, Ltd.
30. Persia International Bank
31. PetroChina Company, Ltd.
32. Petroleos de Venezuela (PDVSA Petroleo, SA)
33. Schwing America Inc.
34. Shandong FIN CNC Machine Company, Ltd.
35. Shanghai Sunry Petroleum Equipment Company, Ltd.
36. Sinohydro
37. SK Energy
38. SKS Ventures
39. Som Petrol AS
40. Sonangol
41. Zhuhai Zhenrong Company

Immigration and Naturalization Laws and Criminal Background Check
(As Applicable)

Vendors must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer.

If the County requires a background check, the vendor must contact the New Jersey State Police to perform a Criminal Background Check **on each potential employee to work under this contract on County of Mercer property.** A copy of the results of the Criminal Background Check must be provided to the County of Mercer **[insert appropriate department, agency, commission, etc.]** at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

[For insertion into multi-year contracts] The vendor must provide the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:
http://www.state.nj.us/lps/njsp/about/serv_chrc.html

VEHICLE AND EQUIPMENT TRAINING REQUIREMENTS

(DELETE PAGE IF NOT APPLICABLE)

Modify for each procurement

AWARDED CONTRACTOR SHALL PROVIDE OPERATING TRAINING BY A MANUFACTURER APPROVED TRAINING INSTRUCTOR UPON DELIVERY OF EQUIPMENT OR VEHICLE. VENDORS MUST SPECIFY THE MANUFACTURER'S CUT-OFF DATE FOR CURRENT VEHICLE OR EQUIPMENT. THE VENDOR MUST SPECIFY EXCEPTIONS IF PROVIDING A LATER MODEL AFTER THE CUT-OFF DATE.

Operator parts and service manuals shall be provided by the awarded contractor. The vendor will pick up vehicle or equipment for all warranty work. The vendor will return the vehicle after repairs are completed for inspection.

Vehicle/Equipment will be licensed and titled to the County of Mercer with registration and tags included.

Manufacturer's Cut-off Date _____

Comply? YES ☐ NO ☐

Exceptions:

SIGNATURE AND DATE

Executive Order 98 - 1

WHEREAS it is in the interests of the county to purchase goods and services from responsible contractors that provide quality and services at a competitive price; and

WHEREAS the county does not desire to do business with companies that compete by exploiting their workforce rather than by running efficient, reliable and responsible operations; and

WHEREAS, the county purchases items of apparel and textiles, which is an industry in which many scandals have been uncovered in which producers maintain sweatshop conditions, such as paying poverty wages, violating workplace regulations, and suppressing worker rights; and

WHEREAS, such conditions in apparel and other industries threaten the jobs and working conditions of all workers; and

WHEREAS, it is the policy of the county that it should not purchase, rent or lease goods or services produced under such conditions; and

WHEREAS, sweatshop conditions flourish when the conditions of workers are hidden; and

WHEREAS, pressure from institutional purchasers such as governments is one of the most effective ways to combat sweatshop production,

THEREFORE IT IS HEREBY ORDERED, that it is the policy of the county that it should not purchase, lease, rent or take on consignment goods or services produced under sweatshop conditions, and that the following guidelines, criteria and procedures are adopted:

Section 1: The procedures and guidelines set forth herein shall apply to items of apparel and textiles, such as clothing, headwear, footwear, linens and fabric, as well as to any other industry designated by the county executive as vulnerable to sweatshop competition.

Section 2: In order to ensure that the county contracts with vendors that have responsible employment practices, the following criteria will be used in contracting for goods and services:

- A. Preference will be given whenever possible to goods or services produced in the U.S.A.
- B. The county will whenever possible only contract with vendors with responsible employment practices, as defined in Section 3.B below.

Section 3: The county shall require of every bidder for contracts covered under Section 1:

- A. Disclosure of all sub-contractors and sites. The bidder or vendor shall identify the name and address of each subcontractor to be used, as well as the address of all locations, including sub-contractor locations, substantially involved in providing goods or services covered by this act. Such information will be considered public information.
- B. Certification of Compliance. The bidder or vendor shall certify each location, including sub-contractor locations, substantially involved in producing or distributing goods or services covered by this act meets the following standards:

1. Compensation. Wage and benefit levels must be sufficient to meet basic needs and provide some discretionary income for a family of 4 (a "living wage").
2. Rights. The company respects workers' rights to speak up about working conditions, without fear or retaliation, and to form unions of their own choosing without employer resistance. Due process and just cause procedures are used for discipline or discharge, with recourse to arbitration. The company complies with all laws, regulations and standards governing the workplace. The company does not use child labor, forced labor, corporal punishment. The company does not discriminate in hiring, promotion or compensation on the basis of race, national origin, religion, gender, sexual preference, union affiliation, or political affiliation.
3. Safety and Health. The factory provides a safe and healthy work environment.

Section 4: The county, at its discretion, may refuse to award a contract or terminate a contract or ban a vendor from holding contracts with the county for filing false information or for failing to file information required under this act. The county may, at its discretion, require correction and remediation of violations of the standards listed in section 3.B prior to renewing commerce with the contractor. The county may require further proof of compliance with the standards listed in Section 3.B. Upon request the contractor or subcontractor will make all relevant records available to the county or its designee.

I have read Executive Order 98-1 and agree to comply with its requirements.

DATE:_____

SIGNED_____

POSITION_____

COMPANY_____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the County of Mercer, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the County in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

In all cases where a Certificate of Insurance is required, the County of Mercer and Mercer County Park Commission (if applicable) is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. The language shall state the following:

"The County of Mercer and Mercer County Park Commission (if awarded through the Park Commission) named as additional insured."

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE

Contractor, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the contractor or from failure of the contractor to keep the premises in good condition and repair as herein provided.

Dated and Signed

INSURANCE CERTIFICATE

PLEASE TAKE NOTE OF THE FOLLOWING CHANGE

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.

BACKGROUND INFORMATION FORM

The following information is used by Mercer County in the compilation of reports and research. The provision of this information will not affect the determination of this contract/agreement.

Name of Company _____

Address _____

Telephone _____

Nature of Business _____

The ownership of the above referenced business is considered:

- | | | | |
|--------------------|--------------------------|-------------------|--------------------------|
| 1. Black | <input type="checkbox"/> | 2. Caucasian | <input type="checkbox"/> |
| 3. Hispanic | <input type="checkbox"/> | 4. Asian American | <input type="checkbox"/> |
| 5. American Indian | <input type="checkbox"/> | 6. Indian | <input type="checkbox"/> |
| 7. Female | <input type="checkbox"/> | 8. Other | <input type="checkbox"/> |

51% of the business must be owned and controlled by the ethnic group claimed.

Signed _____ Title _____ Date _____

MERCER COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐

If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐

If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:


Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302, electronically provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

FOLLOWING SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE ACCEPTABLE BY THE
COUNTY OF MERCER

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01	Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION

FAILURE TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

INSERT LEGAL NAME OF BIDDER: _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> Other _____ |

COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:

DATE OF INCORPORATION: _____

STATE OF INCORPORATION: _____

BUSINESS ADDRESS: _____

**STATE THE NAMES AND HOME ADDRESSES OF ALL STOCKHOLDERS HOLDING 10% OR MORE OF THE
ISSUED AND OUTSTANDING STOCK (DO NOT REFERENCE A COMPANY)**

Name: _____

Name: _____

Address: _____

Address: _____

Signature _____ Date _____

Printed Name & Title _____

**BID PROPOSAL FORM AND SIGNATURE PAGE
(COST PROPOSAL INSERTED ON THIS PAGE)**

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions, Affidavits and Scope of Work and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

**BID SPECIFICATIONS FOR TWO OIL-JACKETED HOT POUR CRACK SEALER MELTER APPLICATORS
WITH AIR COMPRESSOR AND HEATED HOSE FOR USE BY THE TRENTON-MERCER AIRPORT
AND HIGHWAY DEPARTMENT CK09MERCER2014-12**

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

VENDOR WILL PROVIDE DELIVERY WITHING 60 CALENDAR DAYS FROM THE NOTICE TO PROCEED:

YES ☐ **NO** ☐

**VENDOR WILL EXTEND CONTRACT PRICES TO THE "COUNTY COOPERATIVE CONTRACT PURCHASING
SYSTEM" PARTICIPANTS**

YES ☐ **NO** ☐

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office at _____

COMPANY _____
ADDRESS _____
ADDRESS _____
NAME _____
TELEPHONE _____
FAX _____
E-MAIL _____
DATE _____

COST PROPOSAL

BRAND/MANUFACTURER _____

MODEL NUMBER _____

YEAR _____

DELIVERY DATE _____

**UNIT COST FOR ONE OIL-JACKETED HOT POUR CRACK SEALER MELTER APPLICATOR
WITH AIR COMPRESSOR AND HEATED HOSE**

\$ _____

TOTAL COST FOR TWO UNITS

\$ _____

TOTAL COST IN THE WRITTEN WORD

CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

CONTINUITY OF SERVICE DURING EMERGENCIES

In the event of an emergency, Vendor will provide priority service for Mercer County.

VENDOR EMERGENCY COMPLIANCE

YES ☐

NO ☐

Contractors shall have contingency plans to ensure that Services continue during emergency periods such as, but not limited to, major equipment breakdown, national or local strikes, severe weather conditions, power outages and traffic disruptions. In the event of a contract award, indicate a description of your contingency plan for ensuring services during emergencies.

IF AWARDED A CONTRACT, PLEASE PROVIDE CONTACT, ADDRESSES FOR PURCHASE ORDERS AND CHECK REMIT TO INFORMATION, COPY OF YOUR W9 AND UPON AWARD, FORWARD TO THE COUNTY OF MERCER, ACCOUNTS PAYABLE, 640 SOUTH BROAD STREET, TRENTON, NJ (609) 278 8139

CONTRACT CONTACT

COMPANY

PURCHASE ORDER MAILED TO:

CHECK REMIT TO:

TELEPHONE

FAX

E-MAIL

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

MERCER COUNTY COOPERATIVE MEMBERS

1. TOWNSHIP OF LAWRENCE
240 BAKERS BASIN ROAD
LAWRENCE, NEW JERSEY 08648
(609) 844-7137
FAX# (609)-584-0220
CONTACT PERSON: GREGORY WHITEHEAD
gwhitehead@lawrencetwp.com

2. TOWNSHIP OF PRINCETON
400 WITHERSPOON STREET
PRINCETON, NEW JERSEY 08540
(609) 688-2566 Ext. #471
FAX# (609) 688-2052
CONTACT PERSON: JANET PELLICHERO
jpellichero@princeton-township.nj.us

3. BOROUGH OF PRINCETON
P.O. BOX 390
PRINCETON BOROUGH, NJ 08540
(609) 497-7655
FAX# (609) 924-9714
CONTACT PERSON: SANDY WEBB
swebb@princetonboro.org

4. CITY OF TRENTON PURCHASING
319 EAST STATE STREET
TRENTON, NEW JERSEY 08608
(609) 989-3137
FAX# (609) 989-4260
CONTACT PERSON: VIVIAN ARRINGTON
varrington@trentonnj.org

5. MERCER COUNTY COMMUNITY COLLEGE
1200 OLD TRENTON ROAD
WEST WINDSOR, NEW JERSEY 08550
TELEPHONE: (609) 570-3253
FAX: (609) 570-3822
CONTACT PERSON: STEPHEN GREGOROWICZ
gregoros@mccc.edu
MADELINE EHELEBE
ehelebem@mccc.edu

6. TOWNSHIP OF HOPEWELL
201 WASHINGTON CROSSING - PENNINGTON RD.
TITUSVILLE, NEW JERSEY 08560
(609) 537-0244
FAX# (609) 737-2770
CONTACT PERSON: NANCY CANTO
ncanto@hopewelltp.org

7. BOROUGH OF HOPEWELL
4 COLUMBIA AVENUE – P.O. BOX 128
HOPEWELL, NEW JERSEY 08525
(609) 466-2636
FAX# (609) 466-8511
CONTACT PERSON: MICHELE HOVAN
michele.hovan@hopewellboro-nj.us

8. TOWNSHIP OF ROBBINSVILLE
56 ROBBINSVILLE-AlLENTOWN ROAD
ROBBINSVILLE, NEW JERSEY 08691
(609) 259-0422
FAX# (609) 259-0322
CONTACT PERSON: DINO J. COLAROCCO
dinoc@washington-tp.org

9. TOWNSHIP OF EWING
2 JAKE GARZIO DRIVE
EWING, NEW JERSEY 08628
(609) 883-2900 Ext. #7642
FAX# (609) 883-7392
CONTACT PERSON: GAIL KOWNACKY
glkownacky@ewingtp.com

10. WEST WINDSOR TOWNSHIP
271 CLARKSVILLE ROAD
WEST WINDSOR, NEW JERSEY 08550
(609) 799-2400 Ext. #218
FAX# (609) 799-1610
CONTACT PERSON: JANIS DINATALE
jdinatale@westwindsortwp.com

11. SPECIAL SERVICES
1020 OLD TRENTON ROAD
HAMILTON, NJ 08690
(609) 631-2123
(609) 586-5144 EXT. #1210
FAX# (609) 586-8966
CONTACT PERSON: NANCY SWIRSKY
SEAN CAVALIER

nswirsky@mcts.edu
scavalier@mcts.edu

12. VOCATIONAL TECHNICAL SCHOOLS
1085 OLD TRENTON ROAD
HAMILTON, NJ 08690
(609) 586-2123
FAX# (609) 586-8966

CONTACT PERSON: NANCY SWIRSKY
nswirsky@mcts.edu

13. THE BOROUGH OF PENNINGTON
30 NORTH MAIN STREET
PENNINGTON, NEW JERSEY 08534
(609) 737-0276
FAX# (609) 737-9780

CONTACT PERSON: ANTHONY PERSICHILLI
apersichilli@worldnet.att.net

14. WEST WINDSOR-PLAINSBORO REGIONAL SCHOOL DISTRICT
505 VILLAGE ROAD WEST
PRINCETON JUNCTION, NJ 08550
(609) 716-5000
FAX# (609)-716-5012

CONTACT PERSON: TONI DUBANIEWICZ
LAWRENCE LOCASTRO
Toni.Dubaniewicz@ww-p.org
Lawrence.LoCastro@ww-p.org

15. TOWNSHIP OF EAST WINDSOR
16 LANNING BOULEVARD
EAST WINDSOR, NJ 08520
(609) 443-4000
FAX# (609) 443-6865

CONTACT PERSON: BILL ASKENSTEDT
public_works@east-windsor.nj.us

16. BOROUGH OF HIGHTSTOWN
148 NORTH MAIN STREET
HIGHTSTOWN, NJ 08520
(609) 490-5100 EXT. #620
FAX# (609) 371-0267

CONTACT PERSON:

DEBRA SOPRONYI

clerk@hightstownborough.com

17. EAST WINDSOR REGIONAL SCHOOL DISTRICT
25A LESHIN LANE
HIGHTSTOWN, NJ 08520
(609) 443-8195
FAX# (609) 443-8195

CONTACT PERSON: KURT STUMBAUGH

kstumbaugh@ewrsd.k12.nj.us

18. LAWRENCE TOWNSHIP BOARD OF EDUCATION
2565 PRINCETON PIKE
LAWRENCE, NJ 08648
(609) 671-5420
FAX# (609) 883-4225

CONTACT PERSON: THOMAS ELDRIDGE

CYNTHIA KORKUCH

teldridge@ltps.org

ckorkuch@ltps.org

19. PRINCETON REGIONAL SCHOOL DISTRICT
25 VALLEY ROAD
PRINCETON, NJ 08540
(609) 806-4210
FAX# (609) 806-4225

CONTACT PERSON: APRIL TAYLOR

STEPHANIE KENNEDY

april_taylor@monet.prs.k12.nj.us

stephanie_kennedy@monet.prs.k12.nj.us

20. ROBBINSVILLE BOARD OF EDUCATION
155 ROBBINSVILLE-EDINBURG ROAD
ROBBINSVILLE, NJ 08691
(609) 632-0910
FAX# (609) 371-7964

CONTACT PERSON: ARLENE BIESIADA

LOUISE DAVIS

biesiada@robbinsville.k12.nj.us

ldavis@robbinsville.k12.nj.us

21. HOPEWELL REGIONAL SCHOOL DISTRICT
425 SOUTH MAIN STREET
PENNINGTON, NJ 08534
(609) 737-4000 Ext. #2705
FAX# (609) 737-7415
CONTACT PERSON: BOB COLAVITA
PAT JAEZKO

rcolavita@hvrsd.k12.nj.us
pjaezco@hvrsd.org

22. TRENTON BOARD OF EDUCATION
108 NORTH CLINTON AVENUE
TRENTON, NJ 08609
(609) 656-5446
FAX# (609) 278-3074
CONTACT PERSON: GEORGETTE BOWMAN
JAYNE HOWARD

gbowman@trenton.k12.nj.us
jhoward@trenton.k12.nj.us

23. EWING TOWNSHIP BOARD OF EDUCATION
1331 LOWER FERRY ROAD
EWING, NJ 08618
(609) 538-9800
FAX# (609) 538-0041
CONTACT PERSON: LISA RASAW
DENNIS NETTLETON

lrasaw@ewingboe.org
dnettleton@ewingboe.org

24. TOWNSHIP OF HAMILTON
2090 GREENWOOD AVENUE - P.O. BOX 0150
HAMILTON, NJ 08650
(609) 890-3502
FAX# (609) 890-3632
CONTACT PERSON: DON RAGAZZO

dragazzo@hamiltonnj.com

25. HAMILTON TOWNSHIP SCHOOL DISTRICT
90 PARK AVENUE
HAMILTON, NJ 08690
(609) 631-4100
FAX# (609) 631-4104

CONTACT PERSON: PETER FRASCELLA
pfrascella@hamilton.k12.nj.us

26. MERCER COUNTY IMPROVEMENT AUTHORITY
80 HAMILTON AVENUE- 2ND FLOOR
TRENTON, NJ 08611
(609) 278-8080
FAX# (609) 695-1452
CONTACT PERSON: Carol Navarro
cnavarro@mercercounty.org

27. TRENTON HOUSING AUTHORITY
875 NEW WILLOW ST
TRENTON, NJ 08638
(609) 278-5000
CONTACT PERSON: KEN MARTIN
kmartin@tha-nj.org

28. HAMILTON TOWNSHIP FIRE DISTRICT NO. 3
13 RENNIE STREET
HAMILTON, NJ 08610
(609) 392-1710
FAX# (609) 392-2698
CONTACT PERSON: THOMAS T. GRIBBIN, FIRE CHIEF

29. HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1
201 WASHINGTON CROSSING-PENNINGTON ROAD
TITUSVILLE, NJ 08560
(609) 730-8156
(609) 537-0287
FAX# (609) 730-1563
CONTACT PERSON: SARAH OCICKI OR CHIEF MATTHEW MARTIN
Sarah.ocicki@hopewelltwpfire.org
mmartin@hopewelltwpfire.org

30. THE COLLEGE OF NEW JERSEY
2000 PENNINGTON ROAD
EWING, NJ 08628
(609) 771-2859
CONTACT PERSON: MARK MEHLER
Mehler@tcnj.edu